

Hon. James L. Robart

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MON, L.L.C.,

Plaintiff,

v.

M/V BLUE GOOSE, HIN CCBMH053097374,
her engines, tackle, furniture, equipment,
appurtenances, gear, etc., *in rem*, and PATRICK
FIKE, *in personam*,

Defendants.

IN ADMIRALTY AND AT LAW

NO. 2:19-CV-00483-JLR

AMENDED VERIFIED COMPLAINT

COMES NOW Plaintiff, Mon, L.L.C. and by way of Complaint against Defendants, alleges as follows:

1. This is an action within the admiralty and maritime jurisdiction of this Court pursuant to 28 U.S.C. § 1333 and 46 U.S.C. § 31342, et seq., and is an admiralty and maritime claim within the meaning of Fed. R. Civ. P.9(h).

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1 2. Mon, L.L.C. is a limited liability company organized under the laws of the State of
2 Washington. All fees and taxes due and owing have been paid.

3 3. Mon, L.L.C. is in the business of providing moorage services to vessels at its private
4 moorage facility on Lake Union, Seattle, Washington.

5 4. Upon information and belief Defendant Patrick Fike is the owner of the *in rem*
6 Defendant motor vessel BLUE GOOSE (the "Vessel").

7 5. The Vessel is described as a 1974 Chris Craft motor vessel of 38' in length and is
8 registered in the state of Washington. The Vessel's HIN # is CCBMII053097374.

9 6. The Vessel is now located in King County, Washington and is within the jurisdiction
10 of this Court.

11 7. On or about August 23, 2013, Defendant Fike, as lessee entered into a Moorage
12 Agreement with Plaintiff as lessor for moorage of the Vessel at Plaintiff's marina on Lake Union,
13 Washington. The Moorage Agreement is attached hereto as Exhibit 1.

14 8. The vessel is now and since August 23, 2013, has been moored at Plaintiff's marina on
15 Lake Union. Pursuant to the Moorage Agreement, the lease was to terminate on February 28, 2014,
16 however, Fike did not vacate his marina berth or surrender his marina entrance key and remained at
17 the marina as a holdover. (Moorage Agreement at 12.21). Thereafter, Plaintiff continued to provide
18 marina services and utilities to the Vessel and Fike made partial payments until September 1, 2018,
19 when all payments stopped. The Vessel remains at the marina and despite demand, no further
20 payments have been made. The outstanding balance of unpaid rent, utilities and late charges through
21 March 2019 is \$8,935.57. Moorage continues to accrue at the rate of \$690.00 per month plus utilities
22 and late fees.
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26

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Breach of Contract by FIKE

9. Plaintiff repeats and reiterates paragraphs 1 through 8 as though fully recited herein.

10. Defendant as a holdover has a duty to pay Mon, L.L.C. for moorage and utilities.

Despite demand Fike has only made partial payment.

11. Based on the foregoing, Defendant Fike is in breach of contract.

12. As a result of the breach of contract, Defendant is indebted to Mon, L.L.C. in the amount of Eight Thousand Nine Hundred Thirty Five and 57/100 dollars (\$8,935.57).

Maritime Lien

13. Plaintiff repeats and reiterates paragraphs 1 through 12 as though fully recited herein.

14. On the authority of Fike, Plaintiff provided moorage services and utilities to the Defendant Vessel for which it has not been paid. The services provided by Plaintiff to the Vessel are necessities within the meaning of 46 USC 31342 et. seq. and Mon, L.L.C. has a maritime lien against the Vessel in the amount of Eight Thousand Nine Hundred Thirty Five and 57/100 dollars (\$8,935.57). All steps necessary to maintain this action have been taken and Plaintiff's claim has priority over all other liens, claims or encumbrances against the vessel.

Wherefore, Mon, L.L.C. prays as follows:

1. That it be awarded judgment *in rem* against the Vessel and all of her engines, tackle, furniture, equipment, appurtenances and all things necessary thereunto in the amount of \$8,935.57 or such different amount as may be proven during these proceedings.

2. That the services provided by Mon, L.L.C. to the Vessel for which it has not been paid be declared a valid maritime lien, superior to all other liens, claims, and encumbrances against the Vessel.

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4. That Mon, L.L.C. be allowed to bid in the amount of its lien in lieu of cash at the time of the Marshal's sale.

5. That Mon, L.L.C. be granted judgment against Defendant Patrick Fike, *in personam* for breach of contract in the amount of \$8,935.57 or such different amount as may be proven during these proceedings, plus reasonable attorney's fees and costs as may be warranted.

6. That this Court award Plaintiff whatever additional remedies are just and proper in the premises.

RESPECTFULLY SUBMITTED this 9 day of APRIL, 2019.

LAW OFFICES OF ROBERT A. GREEN, INC., P.S.

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Attorney for the Plaintiff

VERIFICATION

STATE OF WASHINGTON)
)
COUNTY OF KING)

I, Martin O. Nelson, Jr. being first duly sworn upon oath, depose and say:

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1 1. That I am Member/Manager/Governor and Registered Agent of Mon, L.L.C., and am
2 authorized to make this Verification of the foregoing Complaint on its behalf.

3 2. That I have read the foregoing Complaint, know the contents thereof and believe the
4 same to be true and correct.

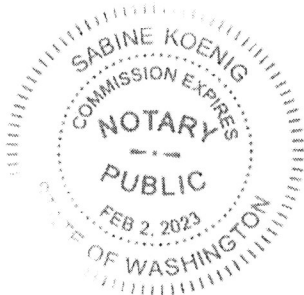
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8 Martin O. Nelson, Jr.

9 On this day, personally appeared before me Martin O. Nelson, Jr., to me known to be the
10 person who executed the within and foregoing instrument and acknowledged to me that he signed the
11 same as his free and voluntary act and deed for the uses and purposes therein mentioned.
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15 **SUBSCRIBED AND SWORN** to before me this 9 day of April 2019.

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19 (SEAL/STAMP)



Print Name: Sabine Koenig
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My commission expires: 2/2/2023

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